United States Court of Appeals
For the Second Circuit

August Term 2025

Argued: October 20, 2025
Decided: September 1, 2026

No. 24-3190

TRIREME ENERGY DEVELOPMENT, LLC,
TRIREME ENERGY HOLDINGS, INC.,

Plaintiffs-Appellants,

v.

RWE RENEWABLES AMERICAS, LLC,
RWE RENEWABLES SERVICES, LLC,

Defendants-Appellees.

Appeal from the United States District Court
for the Southern District of New York
No. 22-cv-7439, Jennifer L. Rochon, *Judge*.

Before: LEVAL, PARKER, and SULLIVAN, *Circuit Judges*.

Plaintiffs Trireme Energy Holdings, Inc. and Trireme Energy Development, LLC (collectively "Trireme") appeal from a judgment of the United States District Court for the Southern District of New York (Rochon, *J.*) dismissing their breach-of-contract claim against RWE Renewables Americas, LLC and RWE Renewables Services, LLC. In an earlier suit that was functionally against the same defendants, Trireme moved unsuccessfully to amend its complaint to assert the same claim. After the district court denied that motion, Trireme did not appeal but instead commenced this action, only to have the district court conclude that *res judicata* blocked Trireme from reasserting the same claim.

In determining whether to permit a plaintiff to renew a cause of action that was barred in a prior suit, a district court should consider several factors, including whether (i) the denial of the motion constituted a judgment on the merits rather than one based on administrative concerns related to efficient docket management or efficient presentation of the case at trial; (ii) the plaintiff passed up an opportunity to appeal the denial; (iii) the new claim arose prior to the filing of the first action; (iv) the plaintiff acted diligently to discover the potential claim before filing the first complaint or in seeking to amend it; and (v) the plaintiff was a *pro se* litigant.

As applied to this case, those factors favor dismissal of Trireme's claims. Accordingly, because the new suit was barred by the old judgment, we **AFFIRM** the judgment of the district court.

AFFIRMED.

AMY MASON SAHARIA (Jonathan A. Spratley, Williams & Connolly LLP, Washington, D.C.; John F. Baughman, Nathaniel E. Marmon, Baughman Kroup Bosse PLLC, New York, NY, *on the brief*), Williams & Connolly, Washington, D.C., *for Plaintiffs-Appellants*.

SUSAN K. LEADER (Sara N. Bricker, Paul C. Gross, Paul Hastings LLP, New York, NY; Eli B. Richlin, Wilson Sonsini Goodrich & Rosati, P.C., New York, NY, *on the brief*), Paul Hastings LLP, Century City, CA, *for Defendants-Appellees*.

RICHARD J. SULLIVAN, *Circuit Judge*:

Plaintiffs Trireme Energy Holdings, Inc. and Trireme Energy Development, LLC (collectively "Trireme") appeal from a judgment of the United States District Court for the Southern District of New York (Rochon, *J.*) dismissing their breach-of-contract claim against RWE Renewables Americas, LLC and RWE Renewables Services, LLC (collectively, "RWE") – which are subsidiaries of German energy behemoth RWE AG. In an earlier suit against the same Defendants, Trireme moved unsuccessfully to amend the complaint to allege the same claim as is the subject of this appeal. Pointing to that prior ruling, the district court concluded that the present action was barred by the doctrine of *res judicata*. That is the ruling from which Trireme now appeals.

In determining whether to preclude a successive claim for the same relief, district courts should consider several factors, including whether (i) the denial of the first motion to amend involved substantive issues, rather than administrative concerns related to efficient docket management; (ii) the plaintiff passed up an opportunity to appeal the denial in the first action; (iii) the new claim arose prior to the filing of the first action; (iv) the plaintiff acted diligently to discover the potential claim before filing the first complaint or in seeking to amend it, or the defendant obstructed the plaintiff's access to information revealing the existence of the claim; and (v) the plaintiff was a *pro se* litigant.

Having considered these factors, we conclude that the district court was justified in dismissing Trireme's new action on grounds of *res judicata*. Trireme is a sophisticated and well-represented entity. And the conduct of which it complains occurred prior to the filing of the initial complaint. Finally, the district court found in the first action that Trireme did not act diligently, taking advantage of information available in public filings, to learn the facts supporting the claim. If Trireme believed the district court had erred or abused its discretion in making that finding, it should have appealed from that ruling, but it failed to do so. As a result, *res judicata* bars Trireme's new assertion of its claim. We accordingly affirm the judgment of the district court.

I. BACKGROUND

This case arises from a complex series of deals, swaps, and transfers between sophisticated parties in the renewable energy industry. In essence, Trireme alleges in the present complaint that Defendants breached their contract with Trireme by redistributing within their corporate family assets that Trireme had originally transferred to them.

A. The Merger Agreement

In December 2017, Trireme and Innogy Renewables US, LLC ("IRUS") entered into a "Merger Agreement." IRUS – which had only a handful of employees – was the new U.S. subsidiary of a German renewable energy company called Innogy SE, whose majority shareholder was, in turn, RWE AG – "the largest German [energy] utility." App'x at 1733. The Merger Agreement helped IRUS, Innogy, and RWE AG access the U.S. renewable-energy market; under the Agreement's terms, Trireme sold IRUS its "Development Companies," which held valuable real estate assets connected to nascent wind and solar projects in the United States. Sp. App'x 45, 49. In return, Trireme immediately received $50 million – with a potential $112.2 million in various future "Payment Milestone Amounts" to follow if and when IRUS reached certain points in the successful development of the inchoate energy projects. App'x at 2876.

To protect their rights connected to these payouts, both parties bargained for concessions, which they memorialized in section 7.6 of the Merger Agreement.

For its part, IRUS successfully obtained language in section 7.6(a) requiring it to use only "commercially reasonable efforts" while leaving "the details and manner of such development efforts . . . within [its] sole discretion." *Id.* at 2906. Meanwhile, Trireme negotiated for a clause in section 7.6(b) compelling IRUS to provide at-least-quarterly reports on the status of the projects. *Id.* Finally, Trireme secured the provision at issue here – section 7.6(c) – which prohibited IRUS from "sell[ing], assign[ing], transfer[ing], or otherwise dispos[ing]" of any of the renewable energy assets without Trireme's consent. *Id.* Trireme also received a parent-company guarantee from Innogy because it was concerned that IRUS was "more or less a shell company" that would need another entity to "stand[] behind [its] obligations." Sp. App'x at 50 (internal quotation marks omitted).

B. The Asset Swap and Internal Re-Organization

In March 2018, RWE AG announced that it would be entering a complex transaction (the "Asset Swap") with another major German energy utility company, E.ON SE. In a nutshell, E.ON agreed to hand over its renewable energy business in exchange for RWE AG's stake in Innogy SE – IRUS's direct parent. RWE AG, would, however, retain some of Innogy's assets, including IRUS.

Trireme was aware that this Asset Swap – which concluded on June 30, 2020 – was taking place.

To prepare for the Asset Swap, RWE AG also arranged to clean up the messy corporate structure that would otherwise result from this asset exchange. It therefore planned to reorganize its subsidiaries in order to streamline its human resources, tax-filing, and accounting processes, and reduce its overall tax liability. As part of that reshuffle, it initially transferred IRUS to its subsidiary RWE Renewables Americas, LLC ("RWE US") and subsequently merged IRUS with another subsidiary, RWE Renewables Services, LLC ("RES") in December 2020.

C. *Trireme I*

On the day that the Asset Swap concluded, Trireme filed its first lawsuit against IRUS and Innogy ("*Trireme I*"). In its initial complaint, Trireme claimed that the defendants had breached both section 7.6(a) of the Merger Agreement – by failing to use all commercially reasonable efforts to develop certain energy projects – and section 7.6(b) – by inadequately reporting on the status of those projects. Trireme amended its complaint once before filing the operative Second Amended Complaint on January 13, 2021. The Second Amended Complaint asserted contract reformation, unjust enrichment, and tortious interference claims

– but it did not allege that the defendants had breached section 7.6(c)'s non-assignment provision.

That changed in April 2022, when Trireme moved for leave to file a Third Amended Complaint including allegations that RWE violated section 7.6(c) by transferring the Development Companies to different entities within its corporate umbrella. The district court denied this motion to amend, concluding that Trireme had "not shown good cause" because it had not "diligen[tly]" pursued its claims and was "on notice of a potential breach before this case was even filed." App'x at 130.

The district court then held a bench trial on Trireme's remaining claims, in which it issued a judgment in favor of RWE. After that judgment, Trireme initially filed a notice of appeal challenging both the district court's merits determination and its denial of the motion to amend. Trireme subsequently decided, however, to abandon its appeal of the denial of the motion to amend. Its merits appeal then proceeded to the Second Circuit, which affirmed the district court.

D. This Case

Three weeks after the district court denied Trireme's motion to amend – and while *Trireme I* was still pending – Trireme filed this suit against RWE (as IRUS and Innogy's successor-in-interest) in the Southern District of New York. Trireme's new complaint parroted the allegations in its failed amendment. But the district court concluded after a bench trial that *res judicata* blocked this second suit because Trireme should have been aware of the potential breach of section 7.6(c) when it filed its operative complaint in *Trireme I* but had not "conduct[ed] even basic due diligence" to uncover that claim. Sp. App'x at 104. The court emphasized that (i) IRUS had publicly filed multiple organizational charts in May 2019 showing "*no* subsidiaries depicted beneath IRUS," *id.* at 98; (ii) a Certificate of Merger filed in December of 2020 had shown IRUS merging with an RWE subsidiary, *id.* at 99; and (iii) RWE produced "additional documents . . . during the *Trireme I* litigation" – "namely a tax-equity financing agreement that removed IRUS from the chain of ownership" for one of the Development Companies – "that put Trireme on notice as to a potential breach," *id.* at 99–100. The district court also noted that Trireme was "seemingly scouring the Merger Agreement for potential claims, leverage, or possible triggers for the milestone payments," but that its "witnesses . . . repeatedly testified that they did not undertake *any inquiry* into a potential breach of Section 7.6(c)." *Id.* at 103–04 (emphasis added). In the alternative, the district court concluded that Trireme's breach-of-contract claim failed on the merits.

Trireme timely appealed.

II. Standard of Review

"On appeal from a bench trial," we review "the district court's findings of fact . . . for clear error and its conclusions of law . . . *de novo*." *Beck Chevrolet Co. v. Gen. Motors LLC*, 787 F.3d 663, 672 (2d Cir. 2015) (internal quotation marks omitted). Because claim preclusion presents legal issues, we "review *de novo* the district court's" application of that principle. *Legnani v. Alitalia Linee Aeree Italiane, S.p.A.*, 400 F.3d 139, 141 (2d Cir. 2005).

III. Discussion

"Under the doctrine of *res judicata*, or claim preclusion, a final judgment on the merits of an action precludes the parties or their privies from relitigating [claims] that were or could have been raised in that action." *TechnoMarine SA v. Giftports, Inc.*, 758 F.3d 493, 499 (2d Cir. 2014) (internal quotation marks omitted). Here, Trireme does not contest that *Trireme I* culminated in a final judgment and involved the same parties (since IRUS and Innogy are RWE's predecessors-in-interest). This case thus turns on whether Trireme's previous suit against the same defendants, alleging breach of the same contract, in which the district court denied it leave to amend its complaint to allege an additional claim, barred it from reasserting the previously disallowed claim in a new action.

Although some circuits have concluded that a "denial of leave to amend" categorically "constitutes *res judicata* on the merits of the claims [that] were the subject of the proposed amended pleading," *King v. Hoover Grp., Inc.*, 958 F.2d 219, 222–23 (8th Cir. 1992); *see also Hatch v. Trail King Indus., Inc.*, 699 F.3d 38, 45 (1st Cir. 2012) (same); *Huck on Behalf of Sea Air Shuttle Corp. v. Dawson*, 106 F.3d 45, 50 (3d Cir. 1997) (concluding that failure to appeal the denial of leave to amend foreclosed the plaintiff from pursuing the additional claims in a new action), we have not adopted such a blanket rule. Instead, in a series of cases, we have used varying – and at times inconsistent – language to describe the preclusive effect of denials of motions to amend. Perhaps not surprisingly, each party seizes on one precedent or another to isolate its preferred bright-line test. For its part, RWE contends that if a party fails to appeal the denial of leave to amend, "it is precluded from bringing a subsequent suit raising the same claim." RWE Br. at 27; *see also EFCO Corp. v. U.W. Marx, Inc.*, 124 F.3d 394, 399–400 (2d Cir. 1997). Meanwhile, Trireme insists that only a denial after a full-dress analysis of the claims "on the merits" will prevent a party from relitigating the same claims in a future suit. Reply Br. at 14 (quoting *Curtis v. Citibank, N.A.*, 226 F.3d 133, 139 (2d Cir. 2000)).

Neither party is right. Our cases have characterized the test for evaluating prior denials of motions to amend in several ways. Collectively, those opinions furnish a nonexclusive list of factors to be considered in evaluating such a *res judicata* defense.

A. Precedent Governing Denials of Motions to Amend

In *EFCO*, we broadly stated that "[w]here a plaintiff's motion to amend its complaint in the first action is denied, and plaintiff fails to appeal the denial, *res judicata* applies to the claims sought to be added in the proposed amended complaint." 124 F.3d at 399–400. We explained that "regardless of the . . . court's reasons for denying leave to amend [in the prior action], it may fairly be said that plaintiff has failed to avail himself of an opportunity to pursue a remedy . . . and thus application of *res judicata* is warranted." *Id.* at 400. But in *Flaherty v. Lang*, we softened this strict rule in light of the plaintiff's "*pro se* status" and the fact that he "may have been led to believe that the appropriate procedure was to file a separate action rather than to appeal." 199 F.3d 607, 616 (2d Cir. 1999). We noted, however, that "we might [have] be[en] less hesitant to apply the doctrine of *res judicata*" if the plaintiff had been represented by counsel. *Id.*

We built on *Flaherty* and *EFCO* in *Northern Assurance Co. of America v. Square D Co.*, which involved the previous denial of a motion for leave to amend the complaint to assert claims against a *new* defendant. 201 F.3d 84, 88 (2d Cir. 2000). There, we explained that when "the plaintiff is seeking to add additional claims against the *same defendant* and leave to amend is denied, claim preclusion is appropriate." *Id.* (emphasis added). We emphasized, however, that "it is not the actual decision to deny leave to amend that forms the basis of the bar," but rather "the requirement that the plaintiff must bring all claims at once against the same defendant relating to the same transaction or event." *Id*. We therefore held that while denial of a motion to amend would ordinarily serve as a "specific event upon which claim preclusion can focus," *res judicata* would not block claims brought against a new defendant. *Id.*

We pointed to still other potentially relevant circumstances in *Curtis.* 226 F.3d at 139. There, we distinguished between (1) "claims arising *after* the filing of plaintiffs' [operative] complaint" and (2) claims arising "prior" to it, noting that *res judicata* generally "does not preclude litigation of events arising after the filing of the complaint." *Id.* at 139–40 (emphasis added). In addition, we made two statements about whether the prior ruling was "on the merits." First, we stated that a "final judgment on the merits of an action precludes the parties . . . from relitigating issues that were or could have been raised in that action." *Id.* at 139 (quoting *Federated Dep't Stores, Inc. v. Moitie*, 452 U.S. 394, 398 (1981)). Then, because the district court had denied leave to add claims that arose after the filing of the original complaint in part because it wanted to "keep th[e] case manageable," *id.* at 140, we explained, citing *Flaherty*, 199 F.3d at 613–15, that "[o]nly denial of leave to amend *on the merits* precludes subsequent litigation of the claims in the proposed amended complaint." *Curtis*, 226 F.3d at 139.

Curtis's references to adjudications "on the merits" were ambiguous and potentially confusing. That phrase could refer narrowly to a denial of leave to amend based on the district court's finding that the movant could not succeed on the substantive merits of its claim. Or, it could have a broader meaning, describing a denial that the court intends to serve as a conclusive adjudication "on the merits" because of misconduct by the movant, such as (i) procrastination, (ii) excessive delay, or (iii) failure to investigate, follow the court's directions, or comply with the adversary's discovery demands. *See* Fed. R. Civ. P. 41(b) ("If the plaintiff fails to prosecute or to comply with these rules or a court order, a defendant may move to dismiss the action or any claim against it. Unless the dismissal order states otherwise, a dismissal under this subdivision (b) and any dismissal not under this rule . . . operates as an adjudication *on the merits*." (emphasis added)).

In the context of *res judicata*, the phrase "on the merits" usually carries this broader meaning. After all, "[*r*]*es judicata* does not require the precluded claim to actually have been litigated; its concern, rather, is that the party against whom the doctrine is asserted had a full and fair opportunity to litigate the claim." *EDP Med. Comput. Sys., Inc. v. United States*, 480 F.3d 621, 626 (2d Cir. 2007) (citing *Federated Dep't Stores*, 452 U.S. at 398). For that reason, even "default judgments" – where the court does not consider the merits – "can support *res judicata* as surely as judgments" that reach the substance of the claims. *Id.*

We conclude that *Curtis* used the phrase "on the merits" with its broader meaning, encompassing dispositions based on both (i) the court's conclusions as to the merits of the claim, and (ii) the conduct of a party in the litigation, without the court even evaluating, much less adjudicating, the actual legal merits. Indeed, *Curtis* itself applied the phrase "on the merits" to issues "that were or could have been raised." 226 F.3d at 139 (internal quotation marks omitted). And if the issue was not even raised, the court could not, of course, have passed on its merits. Furthermore, construing *Curtis*'s statement more narrowly – so that it covers only denials based on actual consideration of the substantive merits of the claim – would have jarred with *Curtis*'s eventual ruling, which precluded claims based on pre-complaint events because the plaintiffs had inexcusably waited to assert them until "more than a year after the deadline for amending the complaint." *Id.* at 140; *see also Legnani*, 400 F.3d at 141–42 (similarly distinguishing between pre-complaint actions and "later conduct").

B. Distilling our Precedents into a Standard

We list below factors that our precedents have found to be significant in determining whether a prior denial of leave to amend bars parties from subsequently asserting the same claim. Read together, our cases reflect implicit qualifications and exceptions. Instead of establishing bright-line legal rules, they highlight various non-exclusive factors that can take center stage depending on the specific circumstances. These factors include:

1. Whether the earlier denial of leave to amend was "on the merits." *Curtis*, 226 F.3d at 139.
2. Whether the plaintiff appealed from the denial of leave to amend. *See EFCO*, 124 F.3d at 399–400.
3. Whether the claim arose prior to the filing of the operative complaint in the

first action. *See Curtis*, 226 F.3d at 139–40; *Legnani*, 400 F.3d at 142.

4. For a claim that arose prior to the filing of the operative complaint, whether the plaintiff acted diligently to discover the potential claim before filing the operative complaint in the first action or in getting up to speed to seek to amend the operative complaint, *see Curtis*, 226 F.3d at 140, and whether the defendant obstructed the plaintiff's access to information revealing the existence of the claim, *see L-Tec Elecs. Corp. v. Cougar Elec. Org., Inc.*, 198 F.3d 85, 88 (2d Cir. 1999).

5. Whether the plaintiff appeared *pro se*. *Flaherty*, 199 F.3d at 616.[1]

We explain these five factors in greater depth below. *First*, while only a denial of leave to amend that is "on the merits" will have *res judicata* effect, that term has, as discussed above, a broad scope. It includes not only denials because the claim cannot succeed – for instance because it fails to state a claim upon which relief may be granted – but also those grounded in some deficiency in the litigating conduct of the movant. By contrast, a denial of leave to amend is not "on the merits" when it is based on the court's own convenience, scheduling problems, or such factors as reticence to overcomplicate the trial by adding a new claim. Denials of leave to amend for such reasons will not threaten the plaintiff's right to reassert the rejected claim in a separate action.

Second, the plaintiff's failure to appeal will block it from bringing a new suit

[1] Most of these factors always cut in the same direction; but one – whether the disappointed movant appealed from the denial of leave to amend – can in some circumstances be entirely neutral.

in some – though not all – circumstances. When the denial was *on the merits* – as defined above – the plaintiff's failure to appeal can powerfully support such preclusion; if the plaintiff contends that the court erred or abused its discretion in so denying leave to amend, it should appeal from the denial, and its failure to do so will mean that it has forfeited the opportunity to challenge the ruling. But if, on the other hand, the court denied leave to amend as an exercise of its discretion based simply on considerations of its calendar or the manageability of the trial, the plaintiff might have had little reason to appeal the denial. For starters, the denial would not have substantially harmed the plaintiff, as it would have appeared to leave the plaintiff free to refile the rejected claim as a separate action; moreover, as the district court would have had broad discretion to make such a ruling, the plaintiff would have had little likelihood of overturning it on appeal. The same is true of other circumstances that might disfavor inferring forfeiture and preclusion from failure to appeal the denial, such as when the new complaint brings in a new defendant. *See N. Assurance*, 201 F.3d at 88.

Third, if, at the time of the filing of the prior action, the facts supporting the claim in the proposed amended complaint had not yet occurred, the plaintiff obviously could not have included that claim in the earlier filing, and the plaintiff's failure to do so should not support preclusion. On the other hand, if the claim arose *prior* to the plaintiff's filing of the action, that circumstance would ordinarily favor preclusion.

Fourth, in *L-Tec Electronics Corp. v. Cougar Electronic Organization, Inc.*, we said that *res judicata* applies even if new claims are based on newly discovered evidence unless "the evidence was either fraudulently concealed or it could not have been discovered with due diligence." 198 F.3d at 88 (internal quotation marks omitted). Obviously, the plaintiff's inability to access the information revealing the existence of the claim and efforts on the part of the defendant to conceal such information (regardless of whether those efforts involve fraud) cut against preclusion. But if the plaintiff could have easily discovered the claim by checking publicly available information, *see e.g.*, *In re Layo*, 460 F.3d 289, 293 (2d Cir. 2006) (concluding that "checking the [public] county records is the most basic type of due diligence"); *see also Cho v. Blackberry Ltd.*, 991 F.3d 155, 169 (2d Cir. 2021) (concluding that res judicata still applied where essential facts to discover claim were not "impossible to discover with due diligence"), then the plaintiff's failure to exercise due diligence will favor claim preclusion.

Finally, the fact that a plaintiff is proceeding *pro se* cuts against preclusion. *See Flaherty,* 199 F.3d at 616. After all, we "afford a special solicitude to *pro se* litigants," who "generally lack[] both legal training and experience and, accordingly, [are] likely to forfeit important rights through inadvertence if [they are] not afforded some degree of protection." *Tracy v. Freshwater*, 623 F.3d 90, 101 (2d Cir. 2010).

C. Applying that Test Here

Applying the factors identified above to the record developed in the district court, we are persuaded that *res judicata* bars Trireme's claims. *First*, the district court in *Trireme I* denied the motion to amend because it concluded that Trireme slept on its rights. As the district court explained, "plaintiffs were on notice of a potential breach before this case was even filed," "diligence would counsel that plaintiffs investigate[] the potential breach much sooner than they did," and the delay between their notice and their motion to amend was "inconsistent with the diligence required to demonstrate 'good cause.'" App'x at 130. *Second*, Trireme consciously chose not to appeal that denial of its motion to amend the complaint – initially preserving this issue for appeal and then failing to address it. There was no good reason not to appeal. Trireme contends that the district court denied it leave to amend after erroneously concluding that it failed to act diligently, and that RWE effectively obstructed its access to the essential facts necessary to discover its claim. But Trireme had both the opportunity and the obligation to correct this purported error by appealing *from that denial*. Having failed to take advantage of this opportunity without any valid excuse, it does not get a second chance. *Third*, the breach of contract asserted in Trireme's new claim – the transfer of the Development Companies – occurred *before* it filed its operative complaint. Absent a good reason, Trireme was obligated to bring all of its claims against RWE that had already accrued, at least all of those constituting breaches of the same contract, in a single proceeding. *Finally*, Trireme was a sophisticated, well-represented renewable-energy-industry veteran, not a *pro se* litigant.

Downplaying these facts, Trireme points solely to the issue of its diligence, insisting that it could not have discovered the breach earlier than it did. But RWE's pre-complaint public filings contained the "essential facts" necessary to put Trireme on notice of the alleged breach months before it filed its operative complaint. *Saud v. Bank of N.Y.*, 929 F.2d 916, 920 (2d Cir. 1991); *see also In re Layo*, 460 F.3d at 293 ("[C]hecking [public] records is the most basic type of due diligence."). And documents made available to Trireme in discovery provided further notice of the "essential facts" to support this potential claim. Altogether, such evidence tipped Trireme off that RWE may have breached Section 7.6(c). *Saud*, 929 F.2d at 920. Finally, even upon Trireme's affirmative discovery of the transfer of the Development Companies, Trireme waited four months to seek leave to amend the complaint to add this claim. *Res judicata* thus blocks Trireme's second suit.

* * *

The multi-factor approach that we adopt today reconciles and harmonizes our caselaw. Some of our sister Circuits have, of course, adopted a bright-line rule mandating claim preclusion *any time* a court denies a motion to amend and the movant fails to appeal the denial. *See Hatch*, 699 F.3d at 45 ("When a party chooses to move for leave to amend its complaint and then not to appeal denial of that motion, the party is not entitled to a second opportunity in a later action to litigate the claim that the party sought to add." (alterations accepted and internal quotation marks omitted)); *Huck*, 106 F.3d at 49–50 (same); *Arrigo v. Link*, 836 F.3d 787, 799 (7th Cir. 2016) (same); *King*, 958 F.2d at 222–23 (same); *Christman v. Saint Lucie County*, 509 F. App'x 878, 879 (11th Cir. 2013) (same); 18 Charles Alan Wright & Arthur R. Miller, Federal Practice and Procedure § 4412 (3d ed. updated Sep.

2025) (same). Although the brightness of such a line has obvious appeal, *see Parkcentral Glob. Hub Ltd. v. Porsche Auto. Holdings SE*, 763 F.3d 198, 221 (2d Cir. 2014) (Leval, J., concurring) ("Bright-line rules can be highly beneficial in many circumstances."), we have never endorsed the all-or-nothing doctrine of these other Circuits. Instead, our approach reaps the benefits of preclusion – by nipping needless re-litigation in the bud – while simultaneously giving district courts the flexibility to avoid unfair results and to consider genuinely fresh claims.

IV. CONCLUSION

For the foregoing reasons, we **AFFIRM** the judgment of the district court dismissing Trireme's claim.